

Prepared by:  
Morris & Associates  
2309 Oliver Road  
Monroe, Louisiana 71201  
Telephone: 318-330-9020  
Emily Kaye Courteau Bar# 100570

**RECORD 2nd**

Return To:  
Morris & Associates  
2309 Oliver Road  
Monroe, Louisiana 71201  
Telephone: 318-330-9020

**SUBSTITUTION OF TRUSTEE**

Lot 214, Section E, Kingston West, Phase I, Plat Book 55, Page 49, DeSoto Co., MS

STATE OF MISSISSIPPI  
COUNTY OF DeSoto

**Grantor:**

The Bank of New York Mellon, as successor trustee to JPMorgan Chase Bank, NA fka The Chase  
Manhattan Bank sbm to Chase Bank of Texas, National Association, as Trustee for Saxon Asset Securities  
Trust 1999-5  
4708 Mercantile Drive  
Fort Worth, TX 76137  
817-665-7200

**Grantee:**

Emily Kaye Courteau  
2309 Oliver Road  
Monroe LA 71201  
318-330-9020

WHEREAS, on the 13th day of October, 1999 and acknowledged on the 13th day of October, 1999, Susan Claus aka Susan D Claus, An Unmarried Woman executed a Deed of Trust to John M. Mercer, Trustee for the use and benefit of Saxon Mortgage, Inc. beneficiary, which Deed of Trust is on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Deed of Trust Record at Book 1166 at Page 554 and Re-Recorded in Book 1170 at Page 198; and

WHEREAS, the undersigned is the present holder and beneficiary of the Deed of Trust referenced to above; and

WHEREAS, under the terms of said Deed of Trust, the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

NOW, THEREFORE, the undersigned holder of said Deed of Trust does hereby appoint and substitute Emily Kaye Courteau, as Trustee, the said Emily Kaye Courteau, to have all rights, powers and privileges granted the Trustee in said Deed of Trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said Foreclosed property to the SECRETARY OF VETERANS AFFAIRS, an officer of the United States of America, or the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, or whosoever the undersigned shall authorize. The statement in the Substitute Trustee's Deed that the undersigned has requested the transfer of its bid to Grantee (s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute the same.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this 15<sup>th</sup> day of September, 2010

The Bank of New York Mellon, as successor trustee to JPMorgan Chase Bank, NA fka The Chase Manhattan Bank sbm to Chase Bank of Texas, National Association, as Trustee for Saxon Asset Securities Trust 1999-5 by Saxon Mortgage Services, Inc. as attorney in fact

BY: Regina Alexander Assistant Vice President  
Of Saxon Mortgage Services, Inc.

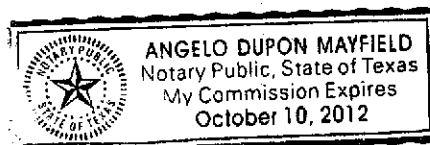
STATE OF Texas  
COUNTY OF Tarrant

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Regina Alexander known personally to me to be the Assistant Vice President of Saxon Mortgage Services, Inc. as attorney in fact for the within named The Bank of New York Mellon, as successor trustee to JPMorgan Chase Bank, NA fka The Chase Manhattan Bank sbm to Chase Bank of Texas, National Association, as Trustee for Saxon Asset Securities Trust 1999-5 and that (s) he executed and delivered the within and foregoing instrument on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

WITNESS my signature and official seal on this, the 15<sup>th</sup> day of September, 2010

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/10/12



F01-0139

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **THE BANK OF NEW YORK MELLON f/k/a The Bank of New York**, successor to JPMorgan Chase Bank and JPMorgan Chase Bank, N.A. (f/k/a The Chase Manhattan Bank, N.A.), as Trustee or Indenture Trustee, as applicable, having its main office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoints Saxon Mortgage Services, Inc., the successor Servicer, to be the Bank's true and lawful Attorneys-in-Fact (the "Attorneys") to act in the name, and on behalf, of the Bank with power to do only the following in connection with those certain Pooling and Servicing Agreements and Sale and Servicing Agreements listed on Schedule A attached hereto on behalf of the Bank:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.

2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.

3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.

4. The completion of loan assumption agreements and modification agreements.

5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.

8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:

a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;

F01-0139

- b. the preparation and issuance of statements of breach or non-performance;
- c. the preparation and filing of notices of default and/or notices of sale;
- d. the cancellation/rescission of notices of default and/or notices of sale;
- e. the taking of a deed in lieu of foreclosure; and
- f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above; and

9. to execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and

to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.

The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York Mellon f/k/a The Bank of New York, as successor to JPMorgan Chase Bank, National Association, successor by merger to Chase Bank of Texas, National Association, f/k/a Texas Commerce Bank, National Association, as Trustee, pursuant to those certain Pooling and Servicing Agreements or Trust Agreements relating to the transactions listed on Schedule A attached hereto and these present to be signed and acknowledged in its name and behalf of Mauro Palladino its duly elected and authorized Managing Director this 19<sup>th</sup> day of October 2009.

The Bank of New York Mellon f/k/a The Bank of New York,  
Trustee, successor to JPMorgan Chase Bank, N.A., as trustee

By: Mauro Palladino  
Name: Mauro Palladino  
Title: Managing Director

Witness: Ann Marie Cassano-Raneri  
Ann Marie Cassano-Raneri

Witness: Kshitij Mittal  
Kshitij Mittal

#### ACKNOWLEDGEMENT

STATE OF NEW YORK

COUNTY OF New York

§  
§  
§

Personally appeared before me Mauro Palladino, known or proved to me to be the same person who executed the foregoing instrument and to be the Managing Director of The Bank of New York Mellon, as Trustee, and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me this 19<sup>th</sup> day of October, 2009.

NOTARY PUBLIC

My Commission expires:

JEFFREY OTUANEY  
Notary Public, State of New York  
No. 01076188340  
Qualified in New York County  
Commission Expires June 9, 2012

## SCHEDULE A

1. Saxon Asset Securities Trust 1999-2 Mortgage Loan Asset Backed Certificates, Series 1999-2, Trust Agreement dated as May 1, 1999 among Saxon Asset Securities Company, as Depositor, Saxon Mortgage, Inc., as Master Servicer and JPMorgan Chase Bank, N.A. f/k/a Chase Bank of Texas, National Association as Trustee
2. Saxon Asset Securities Trust 1999-3 Mortgage Loan Asset Backed Certificates, Series 1999-3, Trust Agreement dated as August 1, 1999 among Saxon Asset Securities Company, as Depositor, Saxon Mortgage, Inc., as Master Servicer and JPMorgan Chase Bank, N.A. f/k/a Chase Bank of Texas, National Association as Trustee
3. Saxon Asset Securities Trust 1999-5 Mortgage Loan Asset Backed Certificates, Series 1999-5, Trust Agreement dated as November 1, 1999 among Saxon Asset Securities Company, as Depositor, Saxon Mortgage, Inc., as Master Servicer and JPMorgan Chase Bank, N.A. f/k/a Chase Bank of Texas, National Association as Trustee
4. Saxon Asset Securities Trust 2000-1 Mortgage Loan Asset Backed Certificates, Series 2000-1, Trust Agreement dated as February 1, 2000 among Saxon Asset Securities Company, as Depositor, Saxon Mortgage, Inc., as Master Servicer and JPMorgan Chase Bank, N.A. f/k/a Chase Bank of Texas, National Association as Trustee
5. JP Morgan Chase Bank, National Association f/k/a JP Morgan Chase Bank, successor by merger to Bank One, National Association, as Trustee for ACE Securities Corp. Home Equity Loan Trust, Series 2002-HE1
6. JP Morgan Chase Bank, National Association f/k/a JP Morgan Chase Bank, successor by merger to Bank One, National Association, as Trustee for ACE Securities Corp. Home Equity Loan Trust, Series 2002-HE2
7. First Franklin Mortgage Loan Trust 2005-FF1